for conflict management for at least the following reasons: (a) different bargaining powers in pre-sale negotiation vs.conflict management: peer vs. one-sided, (b) different objectives in pre-sale negotiation vs.conflict management: attaining agreement vs. dealing with disappointment, (c) different emotional issues in pre-sale negotiation vs.conflict management: no adverse emotions vs. emotional venting and emotional management, (d) different players in pre-sale negotiation vs.conflict management: two party (buyer and seller) vs. three party (disputants and dispute resolver). For these reasons, Mr. Rule believes that the techniques in pre-sale negotiation are not relevant to conflict management, and that a dispute resolver of ordinary skill would not look to Tavor when attempting to automate conflict management.

Examiner's Statement: "Applicant's newly added limitation "the initiator and the respondent being parties to the agreement" is also disclosed by Tavor" (page 2, middle)

Second Error: Claim 1 of the instant application relates to a method of managing a dispute about a pre-existing agreement, whereas the objective of Tavor is to arrive at a sale agreement. Tavor utterly lacks a pre-existing agreement; in fact, lack of a purchase is a strictly enforced pre-requisite for Tavor's system (column 5, lines 28-29). The Examiner has plainly ignored a term in the claim (pre-existing), which is impermissible.

Anticipation under 35 U.S.C. § 102(b) requires that the reference must teach every element of the claim. "A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference." *Verdegaal Bros. v. Union Oil Co. of California*, 814 F.2d 628, 631, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987). "The identical invention must be shown in as complete detail as is contained in the ... claim." *Richardson v. Suzuki Motor Co.*, 868 F.2d 1226, 1236, 9 USPQ2d 1913, 1920 (Fed. Cir.

1989). The elements must be arranged as required by the claim, but this is not an *ipsissimis verbis* test, i.e., identity of terminology is not required. *In re Bond*, 910 F.2d 831, 15 USPQ2d 1566 (Fed. Cir. 1990).

Examiner's Statement: "Please note that lower price limit is readable as a rating portion of the information" (page 2, bottom)

Third Error: Claim 1 calls for iteratively providing portions of the information [relating to the dispute received from one of the initiator and respondent] to the other of the initiator and the respondent in accordance with predetermined criteria relating to either a rating of a portion of the information supplied after a start of the dispute by the initiator or the respondent, or relating to the number of portions of the information to be provided at an iteration. (emphasis added)

As explained in applicant's previous amendment, basis for "a rating of a portion of the information supplied after a start of the dispute by the initiator or the respondent" is at the paragraph bridging pages 5-6, reproduced below:

> An example of predetermined criteria for iteratively providing information to the respondent is to provide factors [having] a "high" desirability or cost rating on the first iteration, then factors having a "medium" desirability or cost rating on the second iteration, then factors having a "low" desirability or cost rating on the third iteration. Other criteria may be to provide factors having a rating equal to a predetermined threshold, when factors have been assigned numerical ratings, or to provide a certain number of factors at each iteration. Other criteria and variations thereof will be apparent to one of ordinary skill.

Tavor does not teach the claimed rating of a portion of the information supplied after a start of the dispute. Tavor determines the price of an item prior to the start of a negotiation, and is entirely unconcerned with rating of its offered price information as such information is provided during its negotiation. More particularly, Tavor always provides a price at each iteration of its

negotiation (column 4, lines 25-26), whereas the invention of claim 1 uses the ratings to determine which information to supply at iterations of the conflict resolution process.

The Examiner cited column 7, line 66 – column 8, line 37 of Tavor for support that Tavor's lower price limit corresponds to the specifically claimed rating. This is not understood. The cited portion of Tavor relates to training a neural network during a set-up phase of Tavor's system, and explains that a neural network determines the number of screens until the first price discount is given (column 8, lines 21-24).

Tavor lacks the claimed "information relating to a dispute". Tavor lacks the specifically claimed "rating". Since Tavor is devoid of the claimed features, it is improper for the Examiner to "interpret" something in Tavor to fulfill the claimed features. An anticipation rejection must be based on each and every element of the claim being present in the prior art; Tavor lacks claimed elements and so cannot serve as a the basis for an anticipation rejection.

The instant claims are patentable

Independent claims 1 and 11 are reproduced below:

1. A method of managing a dispute about a pre-existing agreement, comprising:
automatically receiving information relating to the dispute from one of an initiator and a respondent, the initiator and the respondent being parties to the agreement, and
iteratively providing portions of the information to the other of the initiator and the respondent in accordance with predetermined criteria relating to either a rating of a portion of the information supplied after a start of the dispute by the initiator or the respondent, or relating to the number of portions of the information to be provided at an iteration.

11. An apparatus for managing a dispute about a pre-existing agreement, comprising:
a computer for automatically receiving information relating to the dispute from one of an initiator and a respondent, the initiator and the respondent being parties to the agreement, and for iteratively providing portions of the information to the other of the initiator and the respondent in accordance with predetermined criteria relating to either a rating of a portion of the information supplied after a start of the dispute by the initiator or the respondent, or relating to the number of portions of the information to be provided at an iteration.

Tavor fails to show or suggest the limitations specifically recited in claims 1 and 11. Tavor teaches away from the claimed pre-existing agreement, and is irrelevant to dispute management. Tavor is silent as to what to do with parties to an agreement, since its system requires the lack of an agreement (no pre-existing purchase). Tavor fails to show or suggest the specifically recited "predetermined criteria" that control the portions of iteratively provided information. For at least these reasons, claims 1 and 11, and their dependent claims incorporating their features, are patentably distinct from Tavor.

All of the claims of the instant application are believed to be in condition for allowance.

Early and favorable consideration of this application is earnestly solicited. The Examiner is invited to call the undersigned should there be any questions or issues.

Respectfully submitted,

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